

# EXHIBIT A

Ilir Lecaj, *Plaintiff in Propria Persona*  
15 Juniper Street  
Ipswich, MA, 01938

68862294  
DATE RECEIVED

JAN 14 2015

CORPORATE LEGAL

**IPSWICH DISTRICT COURT**

Ilir Lecaj, a man,

*Plaintiff*

vs.

GREEN TREE SERVICING LLC;  
*Defendant:*

) CASE NR: 1440 SC 000 283

)

) VERIFIED COMPLAINT FOR

) DAMAGES

)

)

)

) **JURY TRIAL DEMANDED**

14 DEC 15 09:10:24  
RECEIVED

**COMES NOW**, the Plaintiff, Ilir Lecaj complaining of the defendant and each of them as follows;

**INTRODUCTION**

This action is an action brought by the Plaintiff for violation of: M.G.L Chapter 93 sec 50-64, Consumer Protection Laws; 940 CMR 07, 209 CMR 18.00; FDCPA 15 USC 1692, FCRA 15 USC 1681, Truth In Lending Act (15 U.S.C. 1641 § 131) and Defamation of Character respectively.

**I.**

**THE PARTIES**

2. Plaintiff Ilir Lecaj, is now and at all times relevant to this action an American National. Plaintiff is a "consumer" as that term is defined within M.G.L. c. 93A, s. 2 (209 CMR 18.02) and 15 USC 1681(a)(3).

3. Defendant GREEN TREE SERVICING LLC, ("Debt Collector") is a Limited Liability Corporation formed under the laws of the state of Delaware. It has a principle place of business located at 345 St Peter St. #600, St Paul, MN 55102. Defendant Green Tree Servicing LLC is "debt collector" as that term is defined by M.G.L. c. 93A, Sec. 2 (209 CMR 18.02) and 15 USC 1692 (a)(6).

ML

Ilir Lecaj, *Plaintiff in Propria Persona*  
15 Juniper Street  
Ipswich, MA, 01938

**NEWBURYPORT DISTRICT COURT**

Ilir Lecaj, a man,

*Plaintiff*

vs.

GREEN TREE SERVICING LLC;  
*Defendant:*

) CASE NR: \_\_\_\_\_

)

) VERIFIED COMPLAINT FOR  
) DEMAGES

)

)

) JURY TRIAL DEMANDED

14 DEC 15 PM 10:24  
14 DEC 15 PM 10:24

**COMES NOW**, the Plaintiff, Ilir Lecaj complaining of the defendant and each of them as follows;

**INTRODUCTION**

This action is an action brought by the Plaintiff for violation of M.G.L Chapter 93 sec 50-64, Consumer Protection Laws; 940 CMR 07, 209 CMR 18.00, FDCPA 15 USC 1692, FCRA 15 USC 1681, Truth In Landing Act (15 U.S.C. 1641 § 131) and Defamation of Character respectively.

**I.**

**THE PARTIES**

2. Plaintiff Ilir Lecaj, is now and at all times relevant to this action an American National. Plaintiff is a "consumer" as that term is defined within M.G.L. c. 93A, s. 2 (209 CMR 18.02) and 15 USC 1681(a)(3).

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14 DEC 15 PM 10:25  
RECEIVED  
U.S. DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

**II.**

**JURISDICTION AND VENUE**

4. The Newburyport District Court has jurisdiction pursuant to MGL 93, Sec 24c the defendant is registered to do business in Massachusetts. Defendant caused injury to a person within this state, to plaintiff Ilir Lecaj, while it was engaged in business activities, to wit, debt collection, within this state. The court has concurrent jurisdiction over Plaintiff tort state claims. Venue is proper as the occurrences which give rise to this action took place within the State of Massachusetts.

**III.**

**FACTUAL ALLEGATIONS**

5. Plaintiff brings this action regarding the defendant, in it continued attempts to collect an alleged debt defendant claim is owed them. However Plaintiff is without knowledge of the alleged debt defendant's claim is owed.

6. On and about May 24, 2013 Plaintiff received a "Welcome to Green Tree" letter from the Defendant, (**see Exhibit "A"**) where Green Tree notifies the Plaintiff the loan is transferred from Bank of America to Green Tree. The notification failed to show how and who did the transfer, who is the owner of the Mortgage Note and the Promissory Note pursuant to TILA new Amendment (123 STAT. 1658 PUBLIC LAW 111-22—MAY 20, 2009); Helping Families Save Their Homes Act (**see Exhibit "B"**). Since the first notification the Plaintiff sent QWR debt disputes on; June 20, 2013; Jan 25, 2014; May 23, 2014; Oct 20, 2014 (**see Exhibit "D"**). Defendant answered all my QWR and dispute of debt letters (**see Exhibit "D"**) but failed to comply with TILA Amendment.

7. On and about Nov 17, 2013, the Plaintiff obtained on line his credit report from three major credit reporting agencies; Experian, TransUnion and Equifax. Plaintiff at this time found that defendant Green Tree is reporting trade line of this alleged debt to all three credit reporting agencies. (**see Exhibit E"**).

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8. On and about Dec. 20, 2013, the plaintiff disputed the trade lines reporting with all three Credit Reporting Agencies (CRA). A week later trade lines were removed from two agencies but not Experian. (*see, attached "Exhibit F"*).

9. On and about Jan 24, 2014, the Plaintiff sent to the Defendant a dispute of debt letter where (*see, attached "Exhibit G"*) the alleged debt was disputed and some of other questions were asked. The plaintiff did not validate and verify the alleged debt. The next month the Plaintiff continues to try to collect the debt by sending monthly statements.

10. On and about March 1, 2014, the Plaintiff sent to the Defendant Green Tree Servicing LLC an offer Pay Off Account Proposal where Plaintiff asked the Defendant to pay off the account in exchange of the Original Mortgage Note. I was trying to settle the debt in good faith. Together with the Pay off proposal the Plaintiff attached a copy of the bankers check with the right amount. (*see, attached "Exhibit H1" and "H2"*).

11. On and about March 6, 2013, Kevin Miller, Regional Manager of Green Tree Servicing LLC from Bedford NH, contacted the Plaintiff via email. (*see, attached "Exhibit I"*) Kevin wanted to arrange a place and time to exchange certified funds. His email asked me to call him, I suggested to read my letter before we arrange the appointment and I reminded him that is going to be an exchange of banker check for the original Mortgage Note and Promissory Note. Right after Plaintiff's email, Regional Manager, Kevin Miller, stopped any communication with the Plaintiff.

12. On and about Mar 26, 2013, the Plaintiff obtained the Credit report from Experian Credit Bureau. Plaintiff at this time found that defendant Green Tree is still reporting trade line of this alleged debt Experian Credit Bureau. (*see, attached "Exhibit J"*)

13. On and about Oct. 16, 2014 Plaintiff obtained the credit report from credit reporting bureau TransUnion. Plaintiff at this time discovered that the Defendant has not removed the trade lines and three inquiries from the Defendant to obtain Plaintiff's consumer credit report on these dates; May 10, 2013; Jan. 6, 2014 and Sept. 03, 2014. (*see, attached "Exhibit K"*)

**IV.**

**COUNT ONE  
VIOLATION OF M.G.L 93 sections 50-64  
209 CMR 18 and FCRA 15 USC§1681  
BY GREEN TREE SERVICING LLC**

14 DEC 15 4:10:25  
U.S. DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
SOUTHERN DISTRICT

14. Paragraphs 1-13 are re-alleged as though fully set out herein.

15. Plaintiff is a "consumer" within the meaning of the MGL 93 Chapter 24 and/or CMR 209, 18:02, FCRA, 15 USC§1681a(c)

16. Defendant Green Tree Servicing LLC "credit furnisher" within the meaning of the 201 CMR 16.02 and / or 15 USC§1681a(c). TransUnion, Equifax, and Experian are "credit providers" within the meaning of 15 USC§1681(a)(f).

17. Plaintiff's consumer credit report is a consumer report within the meaning of the FCRA, 15 USC§1681(a)(d).

18. The FCRA, 15 USC§1681(b) defines the permissible purpose for which a person may obtain a consumer credit report. Such permissible purposes as defined by 15 USC§1681(b) are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is proffered a bona fide offer of credit as a result of the inquiry.

19. Plaintiff notified defendant on May 5, of their violations in an attempt to mitigate his damages and obtain settlement prior to bringing this action. Plaintiff received no reply from defendant after servicing notice upon them. Plaintiff sent a second notice as a condition precedent to defendant on DATE, and still no response was received.

20. Accordingly the discovery of the violations stated herein occurred on Nov. 17, 2013; Oct. 16, 2014; and are within the statute of limitations as defined in the FCRA, 15 USC§1681p.

*Yd*

21. On dates May 10, 2013; Jan. 6, 2014 and Sept. 03, 2014, defendant obtained Plaintiffs consumer credit report with no "permissible purpose" and appears to be a violation of 15 USC §1681(b).

22. The Defendant Green Tree Servicing LLC received notice from the three major credit reporting agencies Equifax, Experian and TransUnion after the Plaintiff disputed.

23. At no time did Plaintiff give the defendant permission to obtain his consumer credit report from any credit reporting agency. The actions of the defendant in obtaining Plaintiff's consumer credit report with no permissible purpose or Plaintiffs consent was a willful violation of 15 USC§1681(b), and an verified complaint for damages egregious violation of Plaintiff's right to privacy. Defendant's violation may also be a criminal violation pursuant to 15 USC§1681q.

24. Defendant had a duty to properly ascertain if there was in fact any legitimate permissible purpose for obtaining Plaintiff's consumer credit report. Defendant however breached said duty by failing to do so. There was no account that Defendant had a right to collect, resulting in defendant obtaining Plaintiff's consumer credit report. Therefore Plaintiff may be entitled to damages by operation of law. Wherefore, Plaintiff demands judgment for damages against the defendant GREEN TREE SERVICING LLC for statutory damages of \$1000.00 for each credit pull pursuant to 15 USC§1681n.

**V.**

**COUNT TWO  
VIOLATION OF M.G.L 93 sections 50-64  
940 CMR 07:08 and FCRA 15 USC§1681  
GREEN TREE SERVICING LLC**

25. Paragraphs 1-13 and paragraphs 15-24 are re-alleged as though fully set out herein

26. Plaintiff is a "consumer" within the meaning of the MGL 93 Chapter 24 and/or CMR 209,  
18:02.

27. Defendant Green Tree Servicing LLC "credit furnisher" within the meaning of the 201 CMR 16.02 and / or 15 USC§1681a(c). TransUnion, Equifax, and Experian are "credit providers" within the meaning of 15 USC§1681(a)(f).

28. Plaintiff's consumer credit report is a consumer report within the meaning of the FCRA, 15 USC§1681(a)(d).

29. Defendants Green Tree Servicing LLC willfully violated the FCRA. Defendants' violations include, but are not limited to, the following:

- (a) Defendants Green Tree Servicing LLC willfully violated 15 U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.
- (b) Defendants Green Tree Servicing LLC willfully violated 15 U.S.C. §1681s-2(b)(1)(A) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, negligently failing to conduct an investigation with respect to the disputed information.
- (c) Defendants Green Tree Servicing LLC willfully violated 15 U.S.C. §1681s-2(b)(B) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to review all relevant information provided by the consumer reporting agencies.
- (d) Defendants Green Tree Servicing LLC willfully violated 15 U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to § 1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.

30. M.G.L Chapter 93, Sec 54 (f) says:

(f) *Upon receiving notice of a dispute notice pursuant to paragraph (a) of Section 58 with regard to the completeness or accuracy of any information provided to a consumer reporting agency, the*

7d



*person that provided the information shall (1) complete an investigation with respect to the disputed information and report to the consumer reporting agency the results of that investigation before the end of the thirty-business-day period beginning on the date the consumer reporting agency receives the notice of dispute from the consumer in accordance with paragraph (a) of section fifty-eight and (2) review relevant information submitted to it.*

WHEREFORE, Plaintiff demands judgment for damages against Defendants Green Tree Servicing LLC for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

**VI.**

**COUNT THREE  
VIOLATION OF M.G.L 93 sections 50-64  
940 CMR 7:08 and FDCPA 15 USC§1692  
GREEN TREE SERVICING LLC**

31. Paragraphs 1-13 and paragraphs 15-24 are re-alleged as though fully set out herein.

32. Plaintiff is a "consumer" within the meaning of the MGL 93 Chapter 24 and/or CMR 209, 18:02, and FDCPA, 15 U.S.C. §1692a(3)

33. Defendant Green Tree Servicing LLC is a debt collector within the meaning M.G.L. c. 93A, s. 2 (209 CMR 18.02) and FDCPA, 15 U.S.C. §1692a(6) that was attempting to collect a debt for "household purposes" as defined in 940 CMR 7.03.

33. By continuing to collect without verification the Defendant appears to violate 940 CMR 7.08 and 209 CMR 18.18, 15 and USC. §1692g(b) (FDCPA), where partially says:

*(2) If the debtor, or any attorney for the debtor, notifies the creditor in writing within the 30-day period described in 940 CMR 7.08(1), that the debt, or any portion thereof, is disputed, the creditor shall cease collection of the debt, or any disputed portion thereof, until the creditor verifies the debt and provides the debtor, or any attorney of the debtor, by first class mail, the following materials:*

34. Plaintiff served defendant with a Notice of Dispute in compliance with 940 CMR 7.08 and 15 USC§1692g. 15 USC 1692g requires defendant to provide Plaintiff with verification of the alleged debt

once received. 15 USC 1692g(5)(b) requires defendant to cease all collection activity until the debt collector obtains verification of the alleged debt. Defendant failed to provide one scintilla of proof of their alleged debt. However defendant continues to make attempts at collection of the alleged debt through erroneous credit reporting and obtaining the credit report of the Plaintiff:

35. Defendant violated the FDCPA, and caused damages to Plaintiff by their failure to comply with the Act. Defendant's violations include, but are not limited to the following;

a. Defendant violated §1692(j) of the FDCPA by using unfair or unconscionably means in connection with the collection of an alleged debt;

b. using unfair or unconscionable means to collect or attempt to collect a debt, in violation of 15 U.S.C. §1692f(1);

c. Defendant violated the 15 USC§1692(e)(8) requires debt collectors to communicate the disputed status of a debt if the debt collector 'knows or should know' that the debt is disputed, standard requires no notification by the consumer, written or oral, and instead, depends solely on the debt collector's knowledge that a debt is disputed, regardless of how or when that knowledge is "acquired."

d. Defendant Violated 15 USC 1592g(a)(2) by not providing the Plaintiff with the name of the creditor to whom the debt is owed;

51. Specifically defendant "GREEN TREE SERVICING LLC" knew it was not entitled to collect on the non-existent debt.

WHEREFORE, Plaintiff demands judgment for damages against Defendants Green Tree Servicing LLC for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1962k .

## VII.

**COUNT FOUR**  
**VIOLATION OF "TRUTH IN LENDING ACT" (TILA)**  
**123 STAT. 1632 PUBLIC LAW 111-22—MAY 20, 2009**  
**15 U.S.C. 1641 § 131**  
**GREEN TREE SERVICING LLC-defendant**

52. Paragraphs 1-13 and paragraphs 15-24 are re-alleged as though fully set out herein.

53. The defendant never provided the information about the new owner of the Promissory Note and the Mortgage Note. The Defendant alleges that they entitled to collect the "account" that means Defendant has to obey 15 U.S.C. 1641 TILA Amendment which partially says:

**SEC. 404. NOTIFICATION OF SALE OR TRANSFER OF MORTGAGE LOANS.**

*(a) IN GENERAL.—Section 131 of the Truth in Lending Act (15 U.S.C. 1641) is amended by adding at the end the following:*

***“(g) NOTICE OF NEW CREDITOR.—***

*“(1) IN GENERAL.—In addition to other disclosures required by this title, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—*

*“(A) the identity, address, telephone number of the new creditor;*

*“(B) the date of transfer;*

*“(C) how to reach an agent or party having authority to act on behalf of the new creditor;*

*“(D) the location of the place where transfer of ownership of the debt is recorded; and*

*“(E) any other relevant information regarding the new creditor.*

54. WHEREFORE, Plaintiff demands judgment for damages against Green Tree Servicing LLC for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1640(2)(a).

**VIII.**

**COUNT FIVE**

**VIOLATION OF UCC- § 3-603**

**940 CMR 7:08 and FDCPA 15 USC§1692**

**GREEN TREE SERVICING LLC-defendant**

55. Plaintiff sent a proposal on March 1<sup>st</sup>, 2014 (*see Exhibit H*) to pay off the "account". The Defendant ordered the Regional Manager Kevin L. Miller to communicate with the Plaintiff. Kevin L. Miller was not aware that Green Tree Servicing LLC had to perform too. As soon as the Plaintiff reminded him the Defendant has to bring to the table the original Promissory Note and Mortgage Note, Kevin terminated immediately every communication with Plaintiff. (*see Exhibit I*) By refusing the pay

*M*

off proposal, the Defendant seems to violate Chapter 20 of the Mortgage contract and UCC - § 3-603 of MGL.

56. Defendant never gave notification to Plaintiff for the owner of the Promissory Note and the owner of Mortgage Note pursue to mortgage contract and TILA, by doing so the Defendant prevented the Plaintiff to contact the original owner/s or the agent/s who has the authority to contract with the Plaintiff. Is the Defendant tortuous interfering with Plaintiff ability to communicate with the lender or the owner in due course?

57. By refusing the pay off of the account, the defendant is violating FDCPA 1692e. The Defendant Green Tree Servicing LLC is not entitled to collect on this "account" and this appears to be an unfair or deceptive trade practice and an unconscionable act under the Fair Debt Collection Practices Act.

58. In good faith I am going to put the money in a Court's escrow account for six months and when the Defendant shows up with the note, the Plaintiff will pay it off. The Plaintiff wants to be sure that the original note is going to be out there, I have to protect my own interest.

## IX

### PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that judgment be entered against Defendants:

1. Actual damages pursuant to 15 USC §1681(b) and 209 CMR (18) against Defendants;
2. Statutory damages of \$1,000.00 and attorney's fees per cause of action pursuant to 15 USC §1681n against the Defendant Green Tree Servicing LLC.
3. Statutory damages of \$1,000.00 and attorney's fees per cause of action violating 15 USC §1692e (10) and §1692 g(B) against the Defendants pursuant to 15 USC §1692 i(a)(2).
4. Statutory damages of \$1,000.00 and attorney's fees per cause of action violating 15 U.S.C. §1681s-2(a)(3); 15 U.S.C. §1681s-2(b)(1)(A); 15 U.S.C. §1681s-2(b)(B); 15U.S.C. §1681s-2(b)(C) and M.G.L Chapter 93, Sec 54 (f) pursuant to 15 USC §1681n against the Defendant Defendant Green Tree Servicing LLC

5. Actual and statutory damages of up to \$1,000 per violation TILA 15 USC 1641 § 131, pursuant to 15USC 1640 (2)(a) against the Defendant Green Tree Servicing LLC
6. That the court declares Plaintiff is not indebted to Defendants and orders to return all the payment made from the beginning;
7. Such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: Dec. 16, 2014

Respectfully submitted,

Ilir Lecaj

Ilir Lecaj

14 DEC 16 AM 10:25  
RECEIVED  
U.S. DISTRICT COURT  
DISTRICT OF COLUMBIA

Case # 1440 SC 000283

SC0341-000 EX

relationships that work  
**green tree**

PO Box 6172  
Rapid City, SD 57709-6172

Tel 1-855-675-1030  
GTServicing.com

**Do Not Discard! Important Account Information Enclosed.**

+ 0430240 000001707 096TR6 0055272 W

ILIR LECAJ  
15 JUNIPER ST  
IPSWICH MA 01938-1632

May 24, 2013

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Bank of America N.A. ("Bank of America") Account Number: 54110415  
Green Tree Servicing LLC ("Green Tree") New Account Number: 688622968

Dear Mr Lecaj:

**Welcome to Green Tree.** The servicing of your mortgage loan – that is, the right to collect loan payments from you - is being transferred from Bank of America to Green Tree effective June 1, 2013. The servicing transfer does not affect any terms or condition of your current mortgage loan, other than the terms directly related to the servicing of your loan. You can mail your payments directly to Green Tree at the following address: **Green Tree Servicing LLC, PO Box 7169, Pasadena, CA 91109-7169.**

Green Tree will begin posting payments to your account on or about June 10, 2013. If your payment was received by Green Tree or Bank of America prior to the posting date, we will apply your payment as of the day that it was received and no late fee will be assessed to your account.\*

You should be receiving your first statement from Green Tree by mail the week of June 17, 2013. If you have any questions about the transfer of your mortgage loan servicing to Green Tree, we encourage you to visit:

**[www.gtservicing.com/welcome](http://www.gtservicing.com/welcome)**

There you can register to securely access your account online, make a payment, establish a recurring electronic mortgage loan payment and obtain answers to frequently asked questions.

We are pleased to have you as a new customer. The following pages include more detailed information about our services, including details about payoff requests, and insurance loss payee information. Please keep this documentation for future reference. Should you ever need additional account information, please visit our website at GTServicing.com, or contact customer service toll-free at 1-855-675-1030, or write to Green Tree Customer Service, PO Box 6172, Rapid City, SD 57709-6172.

At Green Tree, we build relationships that work and we look forward to providing you with quality service for years to come.

Respectfully,

Green Tree

\* Please note: If you had an automatic payment(s) set up through Bank of America, your transaction was cancelled as part of the transfer of servicing to Green Tree. You can easily make an electronic payment or reestablish a recurring automatic loan payment on our website: GTServicing.com.



## NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from Bank of America N.A. ("Bank of America") to Green Tree Servicing LLC ("Green Tree") effective June 1, 2013.

The assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments other than the terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing.

Your present servicer is Bank of America. If you have any questions relating to the transfer of servicing from your present servicer, call Customer Service toll-free at 1-800-669-6607 between 7:00 a.m. and 7:00 p.m., Monday through Friday, all US time zones.

Your new servicer will be Green Tree. The business address for your new servicer is PO Box 6172, Rapid City, SD 57709-6172. To ensure timely posting of your payments, please send payments to the address indicated below.

If you have any questions relating to the transfer of servicing to your new servicer, call Customer Service toll free at 1-855-675-1030 between 7:00 a.m. and 8:00 p.m. CST, Monday through Friday or between 7:00 a.m. and 1:00 p.m. CST, on Saturday.

The date that your present servicer will stop accepting payments from you is May 31, 2013. The date that your new servicer will start accepting payments from you is June 1, 2013. **SEND ALL PAYMENTS DUE ON OR AFTER JUNE 1, 2013 TO YOUR NEW SERVICER.**

Green Tree Servicing LLC  
PO Box 7169  
Pasadena, CA 91109 - 7169

The transfer of servicing will affect the terms of or the continued availability of any optional insurance (i.e., mortgage life, disability insurance, etc.) or optional products that you may have on the loan. You will need to contact the company providing the insurance or other product directly for continued coverage or enrollment.

## NOTICE ABOUT YOUR RIGHTS

You should be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. §2605).

During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your present servicer before its due date may not be treated by your new servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. §2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan to your new servicer, it must be sent to this address: Green Tree, PO Box 6176, Rapid City, SD 57709-6176.

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

As your future servicer, we at Green Tree look forward to serving you.

**Defaulted Account Notice:** If your account was in default at the time servicing rights were transferred to Green Tree, please note that this is an attempt to collect a debt and any information obtained may be used for that purpose.

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

123 STAT. 1658

PUBLIC LAW 111-22—MAY 20, 2009

(2) funded by a combination of cash or equity from private investors and funds provided by the Secretary of the Treasury or funds appropriated under the Emergency Economic Stabilization Act of 2008.

(f) OFFSET OF COSTS OF PROGRAM CHANGES.—Notwithstanding the amendment made by section 202(b) of this Act, paragraph (3) of section 115(a) of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5225) is amended by inserting “, as such amount is reduced by \$1,259,000,000,” after “\$700,000,000,000”.

(g) REGULATIONS.—The Secretary of the Treasury may prescribe such regulations or other guidance as may be necessary or appropriate to define terms or carry out the authorities or purposes of this section.

#### SEC. 403. REMOVAL OF REQUIREMENT TO LIQUIDATE WARRANTS UNDER THE TARP.

Section 111(g) of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5221(g)) is amended by striking “shall liquidate warrants associated with such assistance at the current market price” and inserting “, at the market price, may liquidate warrants associated with such assistance”.

#### SEC. 404. NOTIFICATION OF SALE OR TRANSFER OF MORTGAGE LOANS.

(a) IN GENERAL.—Section 131 of the Truth in Lending Act (15 U.S.C. 1641) is amended by adding at the end the following:

“(g) NOTICE OF NEW CREDITOR.—

“(1) IN GENERAL.—In addition to other disclosures required by this title, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

“(A) the identity, address, telephone number of the new creditor;

“(B) the date of transfer;

“(C) how to reach an agent or party having authority to act on behalf of the new creditor;

“(D) the location of the place where transfer of ownership of the debt is recorded; and

“(E) any other relevant information regarding the new creditor.

“(2) DEFINITION.—As used in this subsection, the term ‘mortgage loan’ means any consumer credit transaction that is secured by the principal dwelling of a consumer.”.

(b) PRIVATE RIGHT OF ACTION.—Section 130(a) of the Truth in Lending Act (15 U.S.C. 1640(a)) is amended by inserting “subsection (f) or (g) of section 131,” after “section 125,”.

Deadline.

## TITLE V—FARM LOAN RESTRUCTURING

#### SEC. 501. CONGRESSIONAL OVERSIGHT PANEL SPECIAL REPORT.

Section 125(b) of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5233(b)) is amended by adding at the end the following:



June 20, 2013

Ilir Lecaj  
15 Juniper Street  
Ipswich, Massachusetts 01938

VIA Certified Mail# 7012 1840 0000 3003 5372

Green Tree Servicing LLC  
P.O. Box 6176  
Rapid City SD, 57709-6176  
Phone: 855-675-1030

Attn: Mortgage loan accounting department

RE Loan#: **54110415** (your new acc# 688622968)

Dear Sir / Madam,

This is a **Qualified Written Request**, pursuant to Real Estate Settlement and Procedures Act section (2605(e)).

Thank you for the welcome letter. Green Tree LLC Servicer is now my new alleged servicer. Before I start making payments, I need to clarify few problems with your letter:

First and foremost, I, Ilir Lecaj, declare that, I have no problem to pay the "alleged loan" upon proof of your claim:

1. You have created a new account without my consent, this means that a new contract was signed, please show me the new contract that I have with you?
2. Please proof that you are the holder in due course of the note.
3. Please, explain of what you mean by assignement, sale, or transfer. Which one is it? Please include a copy of any all assignments, proof of sale, proof of transfer and to whom.
4. Last "owner of the note" was not Bank of America, how is it possible that BofA can sell the same "note" twice to two different "servicers"?
5. According to UCC 3-501 you have to "exhibit the note every time you demand a payment", please do!!!
6. As you say in your Welcome letter, Green Tree LLC Servicer is a third party debt collector, please, show me the contract we have both signed, where I promise I will pay you?
7. Send me a complete payment history that can be easily read and understood including, but not limited to, the dates and amounts of all the payments made on the loan to date;
8. Send me a breakdown of the amount of claimed arrears of delinquencies;
9. Send me all the payment dates, purpose of payment and recipient of all escrow items charged to our account since the loans inception.

In Order to avoid any misunderstanding, all communication shall henceforth be on the record, i.e. in writing and duly served. Please serve all communications and process directly to the mailing address provided below.

25 Market St. Ipswich, MA, 01938

I am hereby requesting in writing that neither you, nor any agent on your behalf, call me at home or at work. Do not call me at my home number, or at my place of employment. Please give this information to the appropriate parties within your company so they may comply.

Thank you for taking to acknowledge and answer the request s required by Real Estate Settlement and Procedures Act section (2605(e)).

Very truly yours,

*Ilir Lecaj*

Ilir Lecaj

County Essex )  
State MASSACHUSETTS ) ss.

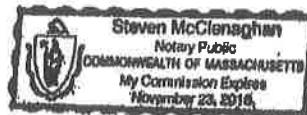
JURAT

On this 20 day of June, 2013, before me, Steven McClenaghan, a Notary Public in and for the above state and county, personally appeared your name, who proved to me on the basis of satisfactory evidence to be the person who was sworn and subscribed to the within instrument, by the above-named party's unlimited commercial liability, as true, correct, complete and not misleading. Witness my hand and seal this 20 day of June 2013.

*Steven McClenaghan*  
Notary Public

SEAL

11/23/2018  
My Commission Expires



Ilir Lecaj  
15 Juniper Street  
Ipswich, Massachusetts 01938  
Date: Jan 24, 2014

VIA Certified Mail# 7011 2000 0000 9780 7468

Green Tree Servicing LLC  
P.O. Box 6176  
Rapid City SD, 57709-6176  
Phone: 855-675-1030

**DEBT DISPUTE AND VALIDATION OF DEBT**

RE: Your letter dated January 10, 2014

Your account # 68862296-8

Dear GREEN TREE SERVICING LLC

I did send you a QWR dated June 20, 2013 and you answered with some print screens of alleged mortgage, that have nothing to do with me or with you. Even though the QWR had some very good questions, I have to apologize for sending you QWR. You are not a bank, (creditor) you are a third party debt collector; so, a different set of statutes apply to you: FDCPA, FCRA, TCPA and Massachusetts consumer protection statutes.

**I dispute the alleged debt;** I do not recall signing any contract between us. You say that you are serving for Bank of America but in the mean time you say "the account is owned by Fannie Mae". **Please validate the debt,** bring forward any admissible evidence that can prove that I own you anything.

In my previous QWR, I asked you how did you attained this account and you never answered that. It is my duty to find out if I am paying the right party. Pursue to UCC 3-501, I am entitled to see and inspect the original wet note.

Pursue FTCA and FDCPA, you do NOT have my permission to report or create any account or pull my credit. I ask you to delete the credit pull from my credit account; you had no permissible purpose to do it, except if you show same proof, which I doubt. FCRA allows credit pulls only for **creditors** with a permissible purpose or with my consent. I spent few hours reading TCPA (15 USC 1861) from 601-626 and could not find anything to justify your pull and report in my account. If you try to sell this account you must mark it as **DISPUTED**.

Please be advised that there is private right of action under TCPA and FDCPA. I am hoping that we will find a solution of this controversy through private administrative process. This is my second try, will be waiting 30 more days to get a serious answer from you, but please do not send any copy of public documents.

Please, can show me the trail of my payments made to you, going to where? So I know who am I paying?

**I will stop paying the alleged debt, upon verifying the debt I will resume payments.**

Thank you

Ilir Lecaj (sign)

Ilir Lecaj

date 01-25-2014

**Ilir Lecaj**  
15 Juniper Street  
Ipswich, Massachusetts 01938

VIA Certified Mail# 7011 2000 0000 9780 8922

**Green Tree Servicing LLC**  
P.O. Box 6176  
Rapid City SD, 57709-6176  
Phone: 855-675-1030

**CEASE AND DESIST**

RE: Your letter dated April 4, 2014

Your account # 68862296-8

**Dear GREEN TREE SERVICING LLC**

I have never had the intention to NOT pay legitimate debt. For over one year I have been trying to find out if I really own Green Tree Servicing LLC any amount. I even gave you the chance to pay off the alleged loan if you could prove I own you money.

One of my simple requests has been and still is that Green Tree Servicing LLC has to bring forward any contract or statute that I have breached the duty to pay. GT has to show me where and how I am obligated to make monthly payments. GT have sent to my home address plenty of papers but none of them is authenticated or verified and none of them show any duty for me to make monthly payments.

If you think that you have validated and verify the alleged debt, please give me the name of the employees from the original creditor who can authenticate the documents. Also, I need to know the name of the woman or man who if familiar with business records keeping practices with GT.

I have asked Green Tree Servicing LLC to produce any fact that shows that I have damaged your company. Bring forward any competent fact witness that proves that I breached the duty to pay and this caused Green Tree Servicing LLC financial and economic damage.

Green Tree Servicing LLC is violating the FDCPA and FCRA. Only a creditor can send a mortgage default letter, if GT think that have an interest in my property, any legal action to enforce it must be brought in a judicial district where the real property located.

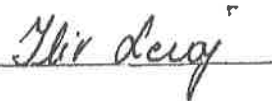
If you are aware I am planning to file a law suit. Attached is a draft of the complaint.

I will be overseas for two weeks, when I come back on June 7 and I have not heard from GT, on Monday, June 9, I will file the complain.

Pursue to M.G.L chapter 93, Sec 49 (e) I require that you cease any further communication with I, ilir lecaj or my wife Flutura Lecaj. Contact me by email: ilecaj@jifisoft.net

Respectfully

Ilir Lecaj (sign)



date May 23, 2014

10/20/2014

**Illir Lecaj**

15 Juniper Street

Ipswich, Massachusetts 01938

VIA Certified Mail# 7013 3020 0002 3195 0000

**Green Tree Servicing LLC**

P.O. Box 6176

Rapid City SD, 57709-6176

Phone: 855-675-1030

### **QUALIFIED WRITTEN REQUEST**

This is to notify you hereby put on NOTICE under the authority of the Real Estate Settlement Procedures Act (RESPA) 12 U.S.C. § 2605(e), Regulation X at 24 C.F.R. § 3500, the Truth-In-Lending-Act (TILA) § 1604(e), 15 U.S.C. §§ 1601 et seq. (1968) and 1692 et seq., and the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692c to Cease and Desist collection actions and validate the alleged mortgage debt.

In the last statement here are new fees and charges- can you please explain where do they come from? If you allege that they are added for home insurance, I have home insurance and we have provided you with a copy of the home insurance. Please explain.

We are requesting copies of all Documents since consummation of the loan to further insure a Validation of Debt, and a Request for accounting.

This is my second QWR and the second Dispute Validation / Verification of debt. You have not provided any satisfactory explanation of any of my requests.

According to the Mortgage Note, specifically the Sale of Note, Change of Loan Servicer, Notice of Grievance section, it specifically states; *The Note or a partial interest in the Note (together with this security agreement) may be sold one or more times without prior notice.*

We have never received notice from anyone regarding the sale of the note and demand that you provide said notices.

Green Tree Servicing LLC has yet to prove that has any authority to enforce the Mortgage, collect payments, or even mail anything to us, let alone makes threats; you have put yourselves in a precarious position to say the least. We have never gotten any notification form the lender for any of transfer, sold or assigned the Promissory Note of the Mortgage Note. According to chapter 20 of the Mortgage Note we were supposed to be notified.

Change of Loan Servicer specifically states; *If there is a change in the Loan Servicer, Borrower will be given written notice of the changes.*

We demand to see the notices from the Lender as required by law. The issue at hand is very simple, the Mortgage requires the Lender to send us notice that they have sold or assigned

J.L.

J.L.

the servicing rights otherwise we have no way of knowing that Green Tree Servicing LLC has the right to collect or enforce payment on behalf of the owner of the note.

We have no obligation to pay Green tree and have never officially been informed by the note owner, who ever that may be, or the original lender that you have the right to collect on their behalf. If Green Tree fails to produce the proof of the required notices as stipulated within the Mortgage, then we will have no choice but to pursue any and all legal remedies available to us.

Pursue to TILA, Helping Families Save their Home Act amendment, (see attached) we have to be provided with all information in 30 days included in 15 USC 1642 (1) A, B, C, D, and E. More than 16 months have passed and no notification has been sent to us.

We hope that you understand that we are not refusing to pay any obligations we might have with the Note owner, but with all of the mortgage and foreclosure fraud lately we need validation that the contractual obligations were met by both sides.

Thanks in advance for your prompt collaboration.

Sincerely,

Oliver Lecaj  
Oliver Lecaj

Flutura Lecaj  
Flutura Lecaj

10/20/2014

green tree

P.O. Box 6172  
Rapid City, SD 57709-6172  
1-800-643-0202  
Fax 1-866-870-9919  
GTServicing.com

January 10, 2014

ILIR LECAJ  
15 JUNIPER ST  
IPSWICH MA 01938

RE: Green Tree Servicing LLC ("Green Tree") Account No. 68862296 - 8

Dear Ilir Lecaj:

This letter is in response to your correspondence received from Equifax regarding the credit bureau reporting for the above referenced account with Green Tree. Please be assured Green Tree takes your concerns very seriously.

The servicing of your account was transferred from Bank of America to Green Tree on June 1, 2013. The servicing transfer does not affect the account terms and conditions, other than those related to the servicing of the account. A copy of the Green Tree welcome letter is enclosed for your records.

In connection with the concerns outlined in your letter and in verification of your debt with the original creditor, we have obtained and are enclosing a copy of the contractual agreement and the payment history. After reviewing this documentation, if you still dispute the validity of the debt or doubt the authenticity of your signature or believe your signature to be forged, please provide us with further detail in support of your assertion, including any available supporting documentation (e.g., affidavits, cancelled checks, police reports, etc.). This documentation should be mailed to the above address for further research. Green Tree will respond accordingly when the research is completed.

Please be advised the Fair Credit Reporting Act (FCRA) allows a creditor to pull a customer's credit report in connection with servicing the account. Any inquiries on your credit report were completed as part of the servicing of your accounts as permitted under FCRA.

If you have any questions, please call Customer Service (800) 643-0202, Monday - Friday 7 a.m. to 8 p.m., and Saturday 7 a.m. to 1 p.m. CST.

Sincerely,

Green Tree  
Customer Service Correspondence

/dc/33/

*This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.*

green tree

P.O. Box 6172  
Rapid City, SD 57709-6172  
1-800-843-0202  
Fax 1-866-870-9919  
GTServicing.com

February 13, 2014

ILIR LECAJ  
15 JUNIPER ST  
IPSWICH MA 01938

RE: Green Tree Servicing LLC ("Green Tree") Account No. 68862296 - 8

Dear Ilir Lecaj,

This letter is in response to your recent correspondence regarding the above referenced account with Green Tree. Please be assured Green Tree takes your concerns very seriously.

The Real Estate Settlement Procedures Act ("RESPA") permits account servicers to designate a unique mailing address for receipt of a "qualified written request." This is to ensure that the servicer receives the request timely in order to respond within the statutory time frame. Enclosed is a copy of the Notice of Assignment, Sale, or Transfer of Servicing Rights sent to you. According to the second page of the notice, qualified written requests are to be sent to Green Tree Servicing LLC, PO Box 6176, Rapid City, SD 57709-6176. As such, your correspondence is not considered qualified and does not trigger RESPA. Regardless, Green Tree responds accordingly.

The servicing of the above account was transferred from Bank of America, N.A. to Green Tree effective June 1, 2013. There were no changes to the account terms or conditions as a result of the transfer. Please be aware Green Tree did not originate nor owns the account; it merely services it for a third party and can provide information from the servicing transfer date forward. The account is owned by Fannie Mae, 2600 Wisconsin Ave. N.W., Washington DC 20216. Further, please be advised that the owner does not service the mortgage account. All correspondence and inquiries concerning the mortgage account should be addressed to the account servicer. The servicer has authority to act on the owner's behalf with regard to the administration of the mortgage account and respond to any questions about the mortgage account.

Enclosed, please find copies of the account documents, payoff quote, and account payment history available pursuant to your request. After reviewing this documentation, if you still dispute the validity of the debt, please provide us with further detail in support of your assertion, including any available supporting documentation (e.g., affidavits, cancelled checks, police reports, etc.). This documentation should be mailed to the above address for further research. Green Tree will respond accordingly when the research is completed.

The property's mortgage identification number ("MIN") is 100015700033800794


When the Mortgage was recorded it was also placed in to Mortgage Electronic Registration Systems, Inc. ("MERS"). This means that a recorded assignment was not required when this loan was bought/sold to other lenders. Please be advised MERS is a process that simplifies the way mortgage ownership and servicing rights are originated, sold and tracked. Created by the real estate finance industry, MERS eliminates the need to prepare and record assignments when trading residential and commercial mortgage loans. You may track the assignments through MERS. Their contact information is:

MERS  
1818 Library Street, Suite 300  
Reston, VA 20190  
Phone: (800) 646-6377

If you have any further questions or concerns, please contact Green Tree at (800) 643-0202, Monday - Friday, 7:00 a.m. to 8:00 p.m. CST, and Saturday 7:00 a.m. to 1:00 p.m. CST.

Sincerely,

Green Tree  
Customer Service Correspondence

/s/mk/37/ 

*This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.*



green tree

P.O. Box 6172  
Rapid City, SD 57709-6172  
1-800-643-0202  
Fax 1-866-870-9919  
GTServicing.com

June 26, 2013

ILIR LECAJ  
15 JUNIPER ST  
IPSWICH MA 01938

**RE:** Green Tree Servicing, LLC ("Green Tree") Account No. 68862296 - 8

Dear Ilir Lecaj:

This letter responds to your "qualified written request" received June 24, 2013. The purpose of a qualified written request is to receive information, clarification or corrective action regarding the problems and disputes with the servicing of an account.

The servicing of the above account was transferred from Bank of America to Green Tree effective June 1, 2013. There were no changes to the account terms or conditions as a result of the transfer. Please be aware Green Tree did not originate nor owns the account; it merely services it for a third party. The account is owned by Fannie Mae. Fannie Mae's address is 2600 Wisconsin Ave. N.W., Washington DC 20216. Further, please be advised that the owner does not service the mortgage account. All correspondence and inquiries concerning the mortgage account should be addressed to the account servicer. The servicer has authority to act on the owner's behalf with regard to the administration of the mortgage account and respond to any questions about the mortgage account.

We are in the process of retrieving and reviewing the origination and servicing files and other information on the subject matter, in order to fully investigate your inquiry. Once all the relevant documentation has been reviewed and the matter has been discussed with any relevant Green Tree personnel involved, we will provide you with a written response. You can expect to receive the written response within thirty (30) business days from the date we received your correspondence.

Thank you for your business. If you have any further questions or concerns, please contact Green Tree at (800) 643-0202, Monday - Friday, 7:00 a.m. to 8:00 p.m. CST, and Saturday 7:00 a.m. to 1:00 p.m. CST.

Sincerely,

Green Tree  
Customer Service Correspondence

/bkw/53/

*This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.*

green tree®

August 13, 2014

Mr. Ilir Lecaj  
15 Juniper Street  
Ipswich, MA 01938

Re: Consumer Financial Protection Bureau ("CFPB"): 140725-000568  
Green Tree Servicing LLC ("Green Tree") Account No: 68862296

Dear Mr. Lecaj:

I am in receipt of your complaint filed with the Consumer Financial Protection Bureau ("CFPB"). Your complaint is regarding collection practices and debt validity.

On June 1, 2013, the servicing of your loan was transferred from Bank of America, N.A. ("Bank of America") to Green Tree. The transfer in servicing did not alter or change the original contract. Green Tree is a loan servicer and does not own this loan.

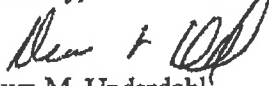
In connection with the concerns outlined in your complaint concerning the validity of the debt, attached please find a copy of the original the Note ("Contract") and recorded Mortgage. I have also attached a copy of the payment history

Pursuant to your request, Green Tree has ceased all outbound telephone communication on your account; nevertheless, for your convenience we will continue sending billing statements and legally required notices unless otherwise requested.

Your account is next due for the September 1, 2014 payment in the amount of \$318.92.

If you have any additional questions or concerns, you may contact Green Tree's Customer Service Department toll-free at (800) 643-0202, Monday - Friday 7 a.m. to 8 p.m., and Saturday 7 a.m. to 1 p.m. CST or your account representative Kasey M. at extension 65707.

Sincerely,

  
Dawn M. Underdahl  
Paralegal

Enclosures



Ilir Lecaj  
15 Juniper Street  
Ipswich, MA, 01938

EXPERIAN CREDIT BUREAU  
P.O. Box 4500  
Allen, TX 75013

Date: Dec 16, 2013

Certified letter: 7011 2000 0000 9780 7437

Dear Credit Bureau

I am disputing the following items;

- |                          |                               |
|--------------------------|-------------------------------|
| 1. GREEN TREE            | account # 6886 22968          |
| 2. CAPITAL ONE (CAP ONE) | account # 4003 4494 3078 0617 |
| 3. CITI (CITICARDS CBNA) | account # 4128 0038 2365 4119 |
| 4. BANK OF AMERICA       | account # 4313 0736 2339 6059 |
| 5. TCM BANK              | account # 4080 3794 1500 .... |

I have no contract nor have had any contract with the above mentioned companies, and would like to know exactly the process used by Experian to verify these accounts. Please be advised I have no knowledge of these accounts, please delete these accounts from my credit report.

6. I never lived on 7 Brown Sq. Ipswich, MA 01938, please delete this address from my credit report.

**Important note:** Please delete all **Hard Pulls**; they had not had my approval or permissible purpose to do it. To enforce my point, I am attaching a certify cope of UCC 11, from Sec. of State of Massachusetts.

The UCC 11 is a blanket search, which serves to delete all the accounts that I dispute too.

Sincerely,

Ilir Lecaj  
Your name here

12-16-2013  
Date here

Please find enclosed a copy of my Driver License and Social security card to verify identity.

Enc.

State of Massachusetts

)ss:

County of Essex

On this 16 day of DEC, 2013, before me personally appeared ILIR LECAJ, known to me by MASS DL, and to be a living man, who executed the forgoing instrument and who duly acknowledged to me that he executed same for the purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

Ilir Lecaj  
15 Juniper Street  
Ipswich, MA, 01938

**Equifax Information Services LLC**

P.O. Box 740256  
Atlanta, GA 30374

Date: Dec 16, 2013

Certified letter: 7007 0220 0003 9300 4276

Dear Credit Bureau

- |                          |                               |
|--------------------------|-------------------------------|
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My Commission Expires: 11/23/2018

[Signature]

Ilir Lecaj  
15 Juniper Street  
Ipswich, MA, 01938

TransUnion Consumer Solutions  
P.O. Box 2000  
CHESTER, PA 19022-2000

Date: Dec 16, 2013

Certified letter: 7007 0220 0003 9300 4252

Déar Credit Bureau

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- |                          |                               |
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Your name here

12-16-2013  
Date here

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State of Massachusetts

)ss:

County of Essex

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My Commission Expires

**Iliir Lecaj**  
15 Juniper Street  
Ipswich, Massachusetts 01938  
Date: Jan 24, 2014

VIA Certified Mail# 7011 2000 0000 9780 7468

**Green Tree Servicing LLC**  
P.O. Box 6176  
Rapid City SD, 57709-6176  
Phone: 855-675-1030

**DEBT DIPUTE AND VALIDATION OF DEBT**

RE: Your letter dated January 10, 2014

Your account # 68862296-8

**Dear GREEN TREE SERVICING LLC**

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Pursue FTCA and FDCPA, you do NOT have my permission to report or create any account or pull my credit. I ask you to delete the credit pull from my credit account; you had no permissible purpose to do it, except if you show same proof, which I doubt. FCRA allows credit pulls only for **creditors** with a permissible purpose or with my consent. I spent few hours reading TCPA (15 USC 1861) from 601-626 and could not find anything to justify your pull and report in my account. If you try to sell this account you must mark it as DISPUTED.

Please be advised that there is private right of action under TCPA and FDCPA. I am hoping that we will find a solution of this controversy through private administrative process. This is my second try, will be waiting 30 more days to get a serious answer from you, but please do not send any copy of public documents.

Please, can show me the trail of my payments made to you, going to where? So I know who am I paying?

**I will stop paying the alleged debt, upon verifying the debt I will resume payments.**

Thank you

Iliir Lecaj (sign)

Iliir Lecaj

date Jan 24/2014

**Ilir Lecaj**  
15 Juniper Street  
Ipswich, Massachusetts 01938  
Date: March 1, 2014

VIA Certified Mail# 7011 2000 0000 9780 7413

**Green Tree Servicing LLC**  
P.O. Box 6176  
Rapid City SD, 57709-6176  
Phone: 855-675-1030

**PAY OFF ACCOUNT PROPOSAL**

RE: Your letter dated February 13, 2014

Your account # 68862296-8

**Dear GREEN TREE SERVICING LLC**

Thank you for your quick response.

I will not spend long time to analyze every point of your answer but I will say in general that I am not convinced that I have to start resuming the payments.

Here is my proposal:

I am ready to perform and I require you to do the same.

Attached is a copy of banker for \$59,550 to pay off the account. I can send you a picture of it if you ask for one. My email is [ilecaj@jifisoft.net](mailto:ilecaj@jifisoft.net).

You have to determine the location, day and time where I will hand you over the bankers check and in the same time, you will hand me over the **original mortgage note**.

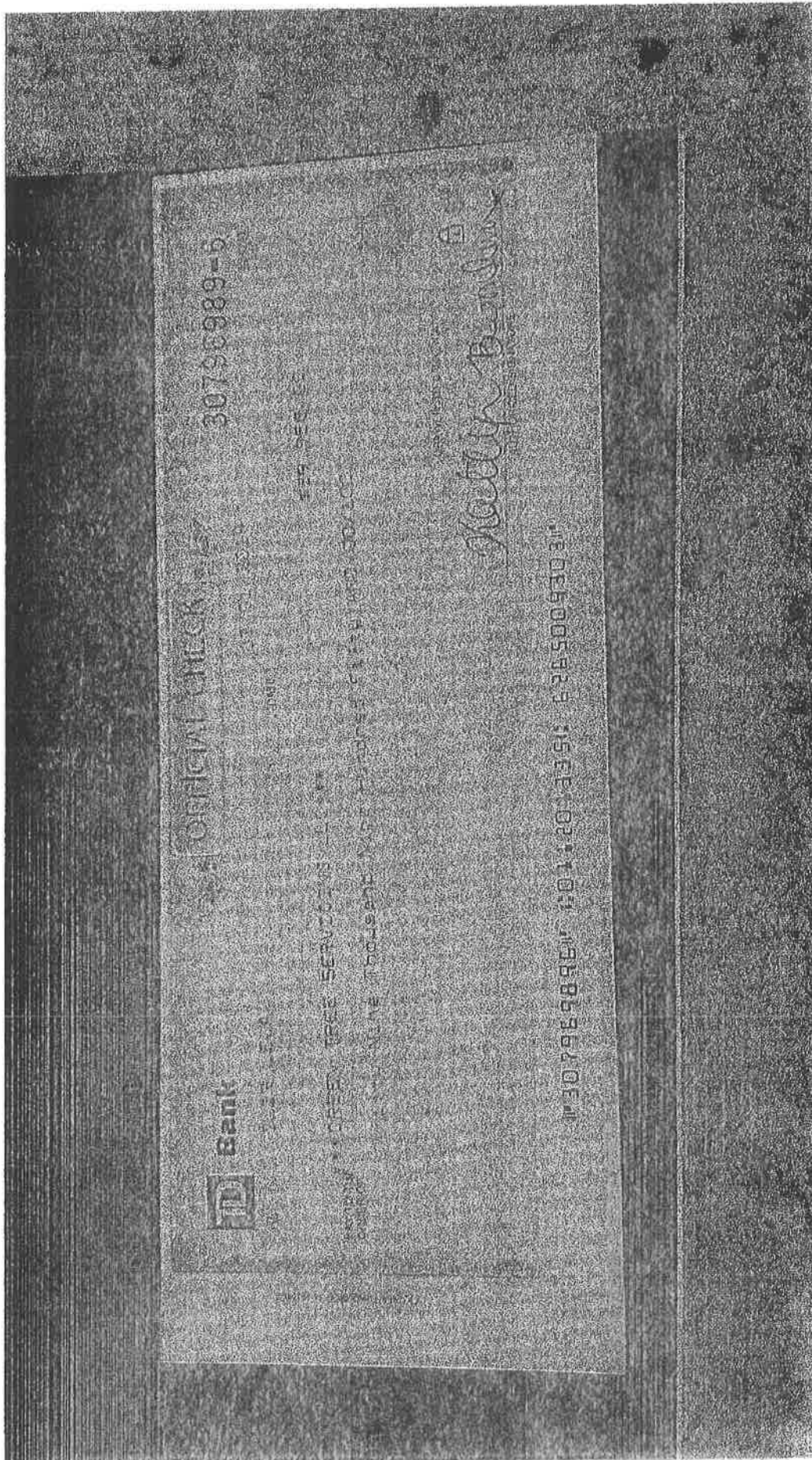
It is my obligation to destroy the original mortgage note so no one else will come back to me and ask to be paid.

Respectfully

Ilir Lecaj (sign) *Ilir Lecaj*

date March 1, 2014





tree

Google

Mail

COMPOSE

Inbox

Sent Mail

Important

Plabs

Trash

Images/Drawings

Calendar

Follow up

Health

Insurance

Junk

LIRA

Peaceful Remedies

SaveAndRead (1)

Misc

Priority

Relieve

Sent Items

More

tree

Search

More

Move to Inbox

10:00

Show details

llir, can you call me below to set-up a day and time for you to come in and payoff your loan?

Kevin L. Miller  
Regional Manager  
Green Tree  
3 Executive Park Drive  
Bedford, NH 03110  
Phone: 800-524-6717  
Ext 65701  
Fax: 800-435-3859

— Forwarded by Kevin L. Miller/llir/GTFC on 02/03/2014 05:41 PM —

From: Kasey L. Maher/llir/GTFC  
To: Kevin L. Miller/llir/GTFC  
Date: 02/03/2014 01:23 PM  
Subject: 6882286 - LECAL - C&D ACCOUNT WANTS TO PAY OFF THE LOAN

If you look in imaging the app purchased a money order for \$59,950 and is will to hand deliver it to our office - however she requested that we give the a date, time and address so she can do so - however, this account is marked C&D so there is no way for me to give her our info.

Kasey-Lee Maher

Green Tree Servicing, LLC  
3 Executive Park Drive, Suite 14  
Bedford, NH 03110

[kasey.l.maher@gtfc.com](mailto:kasey.l.maher@gtfc.com)  
[1-800-992-1018](tel:1-800-992-1018) ext. 65707

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender by reply email, and delete or destroy the message.

Green Tree Servicing, LLC  
3 Executive Park Drive, Suite 14  
Bedford, NH 03110

kasavi@manfredus.com  
1-800-992-1018 ext 65707

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air Lecaj >lecaj@firoh.net>  
o Kevn L. Miller -

Mar 6

**Green Tree offer to close the account.pdf**

Hello Kevin

Before I call you, read this letter that I sent to GREEN TREE SERVICING LLC. I will bring with me one friend and an expert to investigate the original note. In the mean time you have to provide me some information of where and how you got the original note.

thank you  
üir

<https://drive.google.com/file/d/0BxmM6Qw-OeT3Fv0iRwC3MDo/edit?usp=sharing>

**Kevin.L.Miller@greentreesolutions.com**

Exar 7

Google

Mail

tree

COMPOSE

tipos  
Starkey  
Appoint  
Sent Mail  
Emails  
Trash  
Important  
Gmail  
Phone up  
Health  
Insurance  
Junk  
LIRA  
Peaceful Remedies  
SaveAndRead (1)  
Misc  
Priority  
Referee  
Sent Items  
More

Kevin.L.Miller@greentrecreditsolutions.com

Mar 7

to me

We don't have access to the original for your review. you should have received a copy of the original note at the time of funding. You should be able to get a copy through our customer service department.

Kevin L. Miller  
Regional Manager  
Green Tree  
3 Executive Park Drive  
Bedford, NH 03110  
Phone: 800-524-5717  
Ext 65701  
Fax 800-435-3859

Ilir Lecaj — 03/06/2014 10:21:53 PM — Green Tree offer to close the account.pdf<<https://docs.google.com/a/fissoft.net/file/d/0Bxm5bQw-Qe>

From: Ilir Lecaj <[ilecaj@fissoft.net](mailto:ilecaj@fissoft.net)>  
To: Kevin L. Miller <[kevin.l.miller@greentrecreditsolutions.com](mailto:kevin.l.miller@greentrecreditsolutions.com)>  
Date: 03/06/2014 10:21 PM  
Subject: Re: Fw: 88882238 - LECAJ - C&D ACCOUNT WANTS TO PAY OFF THE LOAN

Ilir Lecaj <[ilecaj@fissoft.net](mailto:ilecaj@fissoft.net)>  
to Kevin L. Miller

Hello Kevin.  
I am not concerned about copies. I am interested to find the original. I do want the original to be out there and few years latter someone comes to me and asks me for payments. If you do not have the original tell your higher-ups to answer my letter in writing that they do not have the original.  
Think about it Kevin, who is going to give me a release and remove the lean on my property. For you to know. I consider these emails admissible evidence in case it is needed.  
thank you

Mar 7



Google

tree

Mail

COMPOSE

Inbox

Starred

Important

Sent Mail

Drafts

Trash

Linkup/Drafts

CCard

Follow up

Health

Insurance

Link

LIRA

Peaceful Remedies

SaveAndRead (1)

Misc

Priority

Referee

Sent Items

More

Kevin.L.Miller@greentreecreditsolutions.com

Mar 7

to me

Have your Atty contact my office. These e-mails are stopping effective immediately

Kevin L. Miller  
Regional Manager  
Green Tree  
3 Executive Park Drive  
Bedford, NH 03110  
Phone: 800-524-6717  
Ext 65701  
Fax: 800-435-3859

Ilir Lecaj —03/07/2014 11:12:48 AM—Hello Kevin. I am not concerned about copies. I am interested to find the original I do

From: Ilir Lecaj <lecaj@jifsoft.net>  
To: Kevin L. Miller <Kevin.L.Miller@greentreecreditsolutions.com>  
Date: 03/07/2014 11:12 AM

Ilir Lecaj <lecaj@jifsoft.net>  
to Kevin L. Miller

I do not have an attorney Kevin.

If you read the letter I emailed you, my email is given in case you wanted a picture of the officials check. You are using it of communication.

thank you

Click here to Reply or Forward

2 of 5

3/26/2014.

Experian - Printable Full Report

Oct 2013: \$0 / November 4, 2012 / \$25 / no data  
 Sep 2013: \$0 / November 4, 2012 / \$25 / no data  
 Aug 2013: \$0 / November 4, 2012 / \$25 / no data  
 Jul 2013: \$0 / November 4, 2012 / \$25 / no data  
 Jun 2013: \$0 / November 4, 2012 / \$25 / no data  
 May 2013: \$0 / November 4, 2012 / \$25 / no data  
 Apr 2013: \$0 / November 4, 2012 / \$25 / no data  
 Mar 2013: \$0 / November 4, 2012 / \$25 / no data  
 Feb 2013: \$0 / November 4, 2012 / \$25 / no data  
 Jan 2013: \$0 / November 4, 2012 / \$25 / no data  
 Dec 2012: \$0 / November 4, 2012 / \$25 / no data  
 Nov 2012: \$0 / November 4, 2012 / \$25 / \$29  
 Oct 2012: \$29 / December 6, 2011 / \$25 / no data  
 Sep 2012: \$0 / December 6, 2011 / \$15 / no data  
 Aug 2012: \$0 / December 6, 2011 / \$15 / no data  
 Jul 2012: \$0 / December 6, 2011 / \$15 / no data  
 Jun 2012: \$0 / December 6, 2011 / \$15 / no data  
 May 2012: \$0 / December 6, 2011 / \$15 / no data  
 Apr 2012: \$0 / December 6, 2011 / \$15 / no data  
 Mar 2012: \$0 / December 6, 2011 / \$15 / no data

credit line

Between Mar 2012 and Feb 2014, your credit limit/high balance was \$500

**GREEN TREE SERVICING**

Address: Account Number:  
 332 MINNESOTA ST STE 610 6886....

SAINT PAUL, MN 55101  
 (855) 812-1402

Address Identification Number:  
 0002086540

Fannie Mae ID:  
 1695409412

Status: NO STATUS.

**Status Details:**

This item was updated from our processing of your dispute in Jan 2014.

Date Opened: Type:  
 04/2004 NA  
 Reported Since: Terms:  
 08/2013 2 Years  
 Date of Status: Monthly Payment:  
 02/2014 NA  
 Last Reported: Responsibility:  
 NA Individual

**Credit Limit/Original Amount:**

NA  
 High Balance:  
 NA  
 Recent Balance:  
 NA  
 Recent Payment:  
 NA

Your Statement:

Account in dispute under Fair Credit Billing Act.

**KOHL'S/CAPONE**

Address: Account Number:  
 PO BOX 3115 839305050172....

MILWAUKEE, WI 53201  
 (800) 564-5740

Address Identification Number:  
 0002086540

Status: Paid,Closed/Never late.

Status Details: This account is scheduled to continue on record until Mar 2023.

Page: 10 of 11

Consumer Credit Report for ILIR X. LECAJ

File Number: 337884662 Date Issued: 10/16/2014

Inquiry Type: Individual

**CAPITAL ONE BANK USA NA** ( PO BOX 30281, SALT LAKE CITY, UT 84130, (800) 955-7070 )  
 Requested On: 05/09/2013

**GEMB/SAMS** ( PO BOX 981400, EL PASO, TX 79998, (800) 964-1917 )  
 Requested On: 08/06/2014

**GREEN TREE SERVICES LLC** ( 345 SAINT PETER ST, SAINT PAUL, MN 55102, (651) 293-3400 )  
 Requested On: 05/07/2014, 01/06/2014

**STATE FREE DISCLOSURE** ( P O BOX 1000, CHESTER, PA 19022, (800) 888-4213 )  
 Requested On: 10/16/2014, 06/23/2014, 03/10/2014

**DISCOVER FINCL SVC LLC** ( 2500 LAKE COOK RD, RIVERWOODS, IL 60015-3851, (800) 347-2683 )  
 Requested On: 10/12/2014

**BANK OF AMERICA** ( PO BOX 982238, EL PASO, TX 79998-2238, (800) 421-2110 )  
 Requested On: 10/02/2014

**SYNCB/PAYPALSMARTCONN** ( PO BOX 965005, ORLANDO, FL 32896-5005, (866) 300-6432 )  
 Requested On: 09/24/2014

**SYNCB/JC PENNEY** ( PO BOX 965007, ORLANDO, FL 32896-5007, (866) 227-5213 )  
 Requested On: 09/24/2014

**ILIR LECAJ via TRANSUNION INTERACTIVE I** ( 100 CROSS ST, STE 202, SAN LUIS OBISPO, CA 93401, (888) 567-8688 )  
 Permissible Purpose: CONSUMER REQUEST  
 Requested On: 09/20/2014

**ARS NATIONAL** ( 201 WEST GRAND, ESCONDIDO, CA 92025, (800) 456-5053 )  
 Requested On: 09/12/2014

**GREEN TREE SERVICES LLC** ( 345 SAINT PETER ST, SAINT PAUL, MN 55102, (651) 293-3400 )  
 Requested On: 09/03/2014

**TRANSUNION INTERACTIVE I** ( 100 CROSS ST, STE 202, SAN LUIS OBISPO, CA 93401, (888) 567-8688 )  
 Permissible Purpose: CREDIT MONITORING  
 Requested On: 08/28/2014

**T-MOBILE** ( 12920 SE 38TH ST, BELLEVUE, WA 98006, (800) 937-8997 )  
 Requested On: 08/27/2014

**FIA CSNA** ( P O BOX 982238, EL PASO, TX 79998, (800) 421-2110 )  
 Requested On: 08/25/2014

**FISERV/CHECKFREE CORP** ( 6000 PERIMETER DR, DUBLIN, OH 43017-3233, (614) 564-3000 )  
 Requested On: 06/27/2014

**BANK OF AMERICA** ( 655 PAPERMILL RD, NEWARK, DE 19711, (302) 355-6787 )  
 Requested On: 04/28/2014

**J.A.CAMBECE LAW OFFICE** ( 4340 S MONACO ST, DENVER, CO 80237, (866) 200-9334 )  
 Requested On: 04/03/2014

**COLLECT AMERICA via CACH LLC** ( 4340 S MONACO, 2ND FLOOR, DENVER, CO 80237, (303) 296-3345 )  
 Permissible Purpose: TO ACQUIRE/SERVICE/INSURE ACCOUNT  
 Requested On: 03/20/2014

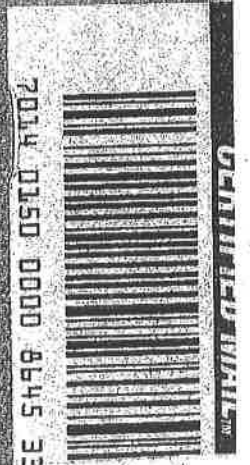
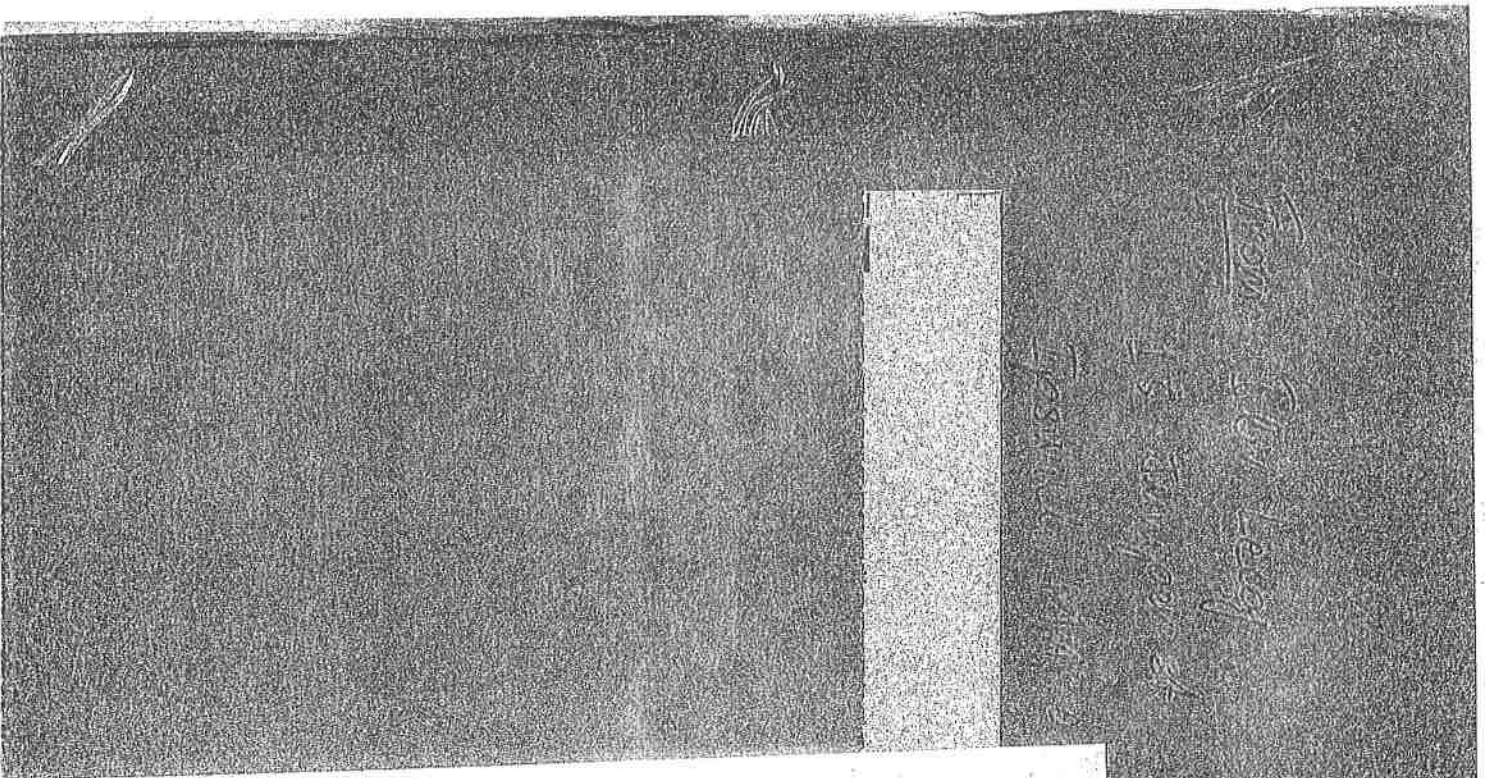
**CAVALRY PORTFOLIO SVCS** ( 500 SUMMIT LAKE DR, STE 4A, VALHALLA, NY 10595, (800) 501-0909 )  
 Requested On: 02/20/2014

**DISCOVER FINANCIAL SERVI** ( 2500 LAKE COOK RD, RIVERWOODS, IL 60015, (800) 347-2683 )  
 Requested On: 01/08/2014

**CAPITAL ONE BANK USA NA** ( PO BOX 30281, SALT LAKE CITY, UT 84130, (800) 955-7070 )  
 Requested On: 01/01/2014

To dispute online go to: <http://transunion.com/disputeonline>

P 3XGMV-003 00629-1010519 13/18



Ditech Interoffice Mail

Janine Leatherman  
DITECH MORTGAGE CORP  
Legal  
1100 Virginia Drive  
Suite 100  
Mail Code 190-FTW-C95  
Fort Washington, PA 19034

TO: Gi  
Le  
34  
Su  
St.

DITECH  
1100  
Suite 100  
Mail Code 190-FTW-C95  
Fort Washington, PA 19034



L114

Tree Servicing LLC  
Saint Peter Street  
1100  
aul, MN 55102



CONFIDENTIAL